

AMENDMENT 2 TO HHW COLLECTION AGREEMENT

This Amendment is made on _____, 2020 to the California Architectural Paint Recovery Program Collection Facility and Waste Paint Management Services Agreement ("Agreement") between San Bernardino County Fire Protection District Household Hazardous Waste Division located at 2824 East "W" Street, San Bernardino, CA 92415-0799 ("Service Provider"), and PaintCare Inc., a Delaware corporation having its office at 901 New York Ave NW, Suite 300, Washington DC 20001 ("PaintCare").

RECITALS

Whereas, Service Provider and PaintCare entered into the Agreement on or around October 19, 2012; and

Whereas, Service Provider and PaintCare wish to amend the Agreement to modify the Pricing identified in Attachment C of the Agreement with that of Attachment C of the Amendment below;

Now, therefore, the parties agree to amend the Agreement as follows:

- 1) Attachment C of the Agreement is replaced in its entirety by Attachment C to this Amendment
- 2) Attachment E of the Agreement is replaced in its entirety by Attachment E to this Amendment.
- 3) The Amendment is effective as of the date of the later signature below.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

By:

Authorized Signatory
PaintCare Inc.

Authorized Signatory
**San Bernardino County Fire Protection District
Household Hazardous Waste Division**

Fred Gabriel

Print Name

Print Name

Director of Operations

Print Title

Print Title

Date: _____

Date: _____

ATTACHMENT C: PRICING

PaintCare will provide compensation for Direct Reuse according to the following option:

Additional Activity	Description	Unit Price*
Direct Reuse Rate	PaintCare agrees to pay to the Service Provider for each gallon of Program Product that is actually taken by a public consumer from a Direct Reuse program, whether sold or given away without charge.	\$1.60 per gallon

**Gallons may be estimated according to any process that reasonably approximates actual volume. If requested by PaintCare, Service Provider must provide a detailed explanation of its estimation process.*

Invoices for Direct Reuse must separately break out the number of gallons of oil-based Program Products versus latex Program Products.

PaintCare will provide compensation for other Additional Activities as set forth below:

Additional Activity	Description	Unit Price
Bulked Reprocessing Rate (Latex)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked Reprocessed latex paint that is given away without charge to a consumer. Rate includes drum cost.	\$200.00 per Bulked 55-gallon drum
Paint Reprocessing Rate (Latex)	PaintCare agrees to pay to the Service Provider for each gallon of Reprocessed latex paint produced from Program Products that is actually given away without charge to a consumer. Rate includes container cost.	\$6.15 per gallon
Internal Transportation Rate	PaintCare agrees to pay to the Service Provider per _ [specify unit - e.g., tote, drum] for the Internal Transportation of Program Products from Collection Facility(ies) to the Service Provider's primary Collection Facility.	\$13 per box/tote/drum

ATTACHMENT E: MODEL INVOICE

Service Provider Name: San Bernardino County Fire Protection District

Make checks payable to:

Unique Identifying Invoice Number:

Mail payment to:

Collection Facility Location or Temporary Event Location/Date:

Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
Direct Reuse (tracked per-gallon)			
Direct Reuse (Latex)	_gallons	\$1.60 per gallon	
Direct Reuse (Oil-Based)	_gallons	\$1.60 per gallon	
Bulked Latex Reprocessing Rate	_ Bulked 55-gallon drum	\$200 per bulked 55- gallon drum of Reprocessed latex paint (including drum cost)	
Latex Paint Reprocessed	_ gallons	\$6.15 per gallon (includes container cost)	
Internal Transportation		\$13 per box/tote/drum	
Total:			

The above invoice represents, to the best of my knowledge, complete, accurate information regarding the Services rendered, and for which the Service Provider seeks reimbursement through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Signed: _____

Print Name: _____

Company Title: _____ Date: _____